

REMARKS

The Examiner rejected Claims 1-5 and 7-23 in an office action dated May 5, 2005. Claims 1, 10, 13, 14, 17, 18, 20 and 23 have been amended.

CLAIM REJECTIONS – 35 USC §101 – CLAIMS 1-5 AND 7-9

The Examiner rejected Claims 1-5 and 7-9 as being directed to non-statutory subject matter. Claims 1-5 and 7-9 are directed to a method for conducting a transaction. The Examiner objected to Claims 1-5 and 7-9 as being directed an abstract idea having no structural or functional relationship between the method steps. As suggested by the Examiner, Claims 1-5, and 7-9 have been amended to clarify at least one step common to each claim that is performed in the technological arts. Specifically, Claim 1 has been amended to include an act of electronically reading the ticket with a delivery device and another act that includes the delivery device generating a delivery record. Claims 2-5 and 7-9 depend from Claim 1 and inherit the amendment.

CLAIM REJECTIONS – 35 USC §103 – CLAIMS 1-5, 10-12, 17-18, AND 22

Claims 1-5, 10-12, 17-18, and 22 were rejected under Section 103 as being unpatentable over USPN 6,807,530 issued to Shub in view of US Pub. No. 2002/0138173 to Barta.

Shub discloses a method and apparatus for remotely ordering goods from a merchant without requiring the purchasers to reveal their identity to the merchant. See Shub, Abstract. Shub relies on a complicated infrastructure for transferring merchandise from a merchant to a customer. That infrastructure includes a customer (101), a payment agency (102), a merchant (103), a first clearing house (104), a first carrier (106), a second clearing house (107), and a second carrier (109). See Shub, Fig. 1. During the order process and before the merchandise is handled by the first carrier (106), the customer (101) calls payment agency (102) to get a bank transaction number. Shub, col. 5, lines 1-10. The first clearing house (104) then tells the merchant (103) that the transaction can be honored and transfers the purchase price to the merchant (103) as well as a first bank order number. Hub, col. 5, lines 10-20. Only then can the merchandise be properly labeled with required bank order number for shipment by the first carrier (106). Shub, col. 5, lines 15-30.

Barta discloses a method of leaving a single delivery notice for a group of packages when those packages cannot be delivered – when, for example, the addressee is not present. See Barta, Abstract. The delivery notice, then, informs of an attempted delivery, not an actual delivery. The delivery notice includes a unique feature that can be linked to the packages. See Barta, paragraph [0028]. Using the unique delivery notice, the intended recipient can later contact the shipper to learn information such as the shipper's name, number of packages, date of attempted delivery, and COD status. See Barta, paragraphs [0029] and [0059].

Claims 1-5 and 7-9: Claim 1 is directed to a computerized method for conducting a transaction. As amended, Claim 1 includes the following combination of elements:

1. receiving an order to deliver a good and payment data identifying an account;
2. generating a ticket containing electronically readable information representing the payment data;
3. delivering the ticket with the ordered good; and
4. upon or following delivery of the good:
 - a. electronically reading the ticket with a delivery device;
 - b. the delivery device generating a delivery record at least indirectly indicating that the good has actually been delivered, the delivery record containing payment information obtained from reading the ticket, and the payment information at least indirectly identifying the payment data; and
 - c. electronically triggering payment from the account utilizing the payment information obtained from reading the ticket.

Neither Shub nor Barta teaches electronically reading a ticket with a delivery device *upon or following* delivery of the good. The Examiner admits this with respect to Shub. Barta's attempted delivery notice is *not* electronically read upon delivery of a good. That would be illogical as the delivery notice is an indication of and is read upon an *attempted* delivery.

Moreover, neither Shub nor Barta teaches generating a delivery record containing payment information or electronically triggering payment using payment information obtained from reading the ticket. Shub requires actual payment before the goods leave the merchant. Shub mentions nothing of triggering payment. Shub's delivery notice is merely linked to information that may include a COD status.

Consequently, Shub and Barta do not teach one or more elements required by Claim 1. For at least this reason, Claim 1 is patentable over those references. Claims 3-5 and 7-9 are also felt to distinguish over Abecassis because of their dependency from Claim 1.

Claims 10-16: Claim 10 is directed to a computer program product for triggering payment upon actual delivery of goods. The product includes a computer useable medium having computer readable instructions for implementing the method of :

1. reading, from a ticket delivered with the goods, information representing payment data for the goods, the payment data identifying an account; and
2. generating a delivery record at least indirectly indicating that the good has actually been delivered, the delivery record containing payment information obtained from reading the ticket, and the payment information at least indirectly identifying the payment data; and
3. initiating payment from the account for the goods utilizing the payment information.

As above with Claim 1, neither Shub nor Barta teaches reading a ticket delivered with a good. The references also fail to teach generating a delivery record at least indirectly indicating that the good has actually been delivered where that delivery record includes payment information. Furthermore, neither Shub nor Barta teaches initiating payment using payment information obtained from reading the ticket. Shub requires actual payment before the goods leave the merchant. Shub mentions nothing of triggering payment. Shub's delivery notice is merely linked to information that may include a COD status.

For at least these reasons, Claim 10 is patentable over Shub and Barta. Claims 11-16 are also felt to distinguish over those references based at least on their dependency from Claim 10.

Claims 17-23: Claim 17 is directed to a system for payment of delivered goods. As amended, Claim 17 includes the following elements:

1. a ticket delivered with the good, the ticket containing information identifying an account from which payment for the goods is to be received; and
2. a delivery device operable to read the information from the ticket to identify the account, the delivery device being further operable to:
 - a. generate a delivery record at least indirectly indicating that the good has actually been delivered, the delivery record containing payment information obtained from reading the ticket, and the payment information at least indirectly identifying the account; and
 - b. trigger payment from the account utilizing the payment information obtained from reading from the ticket .

As with Claims 1 and 10, neither Shub nor Barta teaches a delivery device that is capable of generating a delivery record that at least indirectly indicates that the good has actually been delivered and the delivery record contains payment information obtained from reading the ticket where the payment information at least indirectly identifies an account from which payment is to be made. Furthermore, the references fail to teach a delivery device capable of triggering payment utilizing that payment information read from the ticket.

For at least these reasons, Claim 17 is patentable over Shub and Barta. Claims 18-23 are also felt to distinguish over those references based at least on their dependency from Claim 17.

CLAIM REJECTIONS – 35 USC §103 – CLAIMS 7-9, 13-16, 19-21, AND 23

Claims 7-9, 13-16, 19-21, and 23 were rejected under Section 103 as being as being unpatentable over USPN 6,807,530 issued to Shub in view of US Pub. No. 2002/0138173 to Barta in further view of USPN 5,910,896 issued to Hahn-Carlson.

Claims 7-9 are patentable over the cited references based at least on their dependency from Claim 1.

Claims 13-17 are patentable over the cited references based at least on their dependency from Claim 10.

Claims 19-21 and 23 are patentable over the cited references based at least on their dependency from Claim 17.


CONCLUSION

Claims 1-5 and 7-23 are felt to be in condition for allowance. Consequently, early and favorable action allowing these claims and passing the application to issue is earnestly solicited. The foregoing is believed to be a complete response to the outstanding Office Action.

Respectfully submitted,

Robert Sesek

By



Jack H. McKinney
Reg. No. 45,685

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